

100% FDI Real Estate Developer

RERA Registration No. PH2-UPRERAPRJ15884

EXPERION
THE POSITIVE SIDE OF LIFE

THE CAPITAL OF THE CAPITAL



EXPERION 
CAPITAL
Gomti Nagar, Lucknow

APPLICATION FORM

To,

Experion Developers Private Limited

Experion Hospitality Private Limited

Sub: APPLICATION FOR BOOKING OF AN APARTMENT IN THE RESIDENTIAL GROUP HOUSING COMPLEX ("PROJECT") AT EXPERION CAPITAL PHASE-2 BEING DEVELOPED At TCG-1/AV-6 & TCG-1/AV7, GOMTI NAGAR, VIBHUTI KHAND, LUCKNOW, UTTAR PRADESH.

Dear Sir,

1. I/We (also referred to as the "Applicant") wish to apply, by way of this Application ("Application") for allotment of apartment no. having Carpet Area of sq.mtr. or sq.ft. approx. in your aforesaid Project (hereinafter referred to as the said "Apartment") as per the payment plan ("Payment Plan") opted by me/us and details mentioned in Annexure-A.
2. I/We acknowledge and understand that the M/s Experion Developers Private Limited and M/s Experion Hospitality Private Limited (hereinafter collectively referred to as the "Promoter") are the absolute owners of land admeasuring 27573.95 sq. mts. situated at TCG-1/AV-6 and TCG-1/AV7, Gomti Nagar, Vibhuti Khand, Lucknow, Uttar Pradesh ("Land") and the said Land is earmarked for the purpose of developing a mixed use project comprising of residential apartments in a condominium setting and a commercial complex consisting of shops and office spaces (hereinafter referred to as "Experion Capital"). I/We further understand and acknowledge that an area of approximately sq.mts. out of the said Land has been identified for development of the said Project which shall comprise of nos. multi-storeyed apartment buildings along with other infrastructure and amenities as prescribed under the Applicable Laws.
3. I/We further acknowledge and understand that the said Project shall be developed in a phase-wise manner based on the number of towers/blocks. Each phase shall be launched and developed as a separate and independent phase viz., Phase I, Phase II, Phase III and so on ("Phase"). I/We also understand that there shall be common areas passing through and/or within the said Phase which shall be used commonly for access, ingress and egress by the allottees/occupants of other phases of the Project. Such Common Areas shall form an integral part of the layout of the overall development of the Project and I/we shall not have any right, title or interest with respect to such common areas or any part thereof. Further, I/we shall not claim any right, title or interest with respect to areas designated for common use by the occupants of the entire mixed use development.

My/Our Particulars are as under:

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s.

s/w/d of

Date of Birth/Incorporation

Nationality

Occupation:

Service

Professional

Business

Student

Housewife

Any other

Residential Status:

Resident

Non-Resident

Foreign National of Indian Origin

Others (please specify)

*Current country of residence

*Principal Bank a/c no. held in the country of residence along with details for RTGS/

Electronic transfer

Marital Status:

Married

Unmarried

Permanent Account No.

/Company Incorporation No

(In case of Non-residents and FNI/Os , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City

State

Country

Pin

Email

Tel. No. (with STD/ISD Code)

Mobile No.

Name of the Company:

Designation:

Address:

It is mandatory to fill in the requisite information in all the columns for all applicants

City

State

Country

Pin

Email

Tel. No. (with STD/ISD Code)

Mobile No.

Fax No

2. SECOND/JOINT APPLICANT

Mr./Ms./M/s.

s/w/d of

Date of Birth/Incorporation

Nationality

Occupation:

Service

Professional

Business

Student

Housewife

Any other

Residential Status:

Resident

Non-Resident

Foreign National of Indian Origin

Others (please specify)

*Current country of residence

*Principal Bank a/c no. held in the country of residence along with details for RTGS/

Electronic transfer

Marital Status:

Married

Unmarried

Permanent Account No.

/Company Incorporation No

(In case of Non-residents and FNIOS , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City

State

Country

Pin

Email

Tel. No. (with STD/ISD Code)

Mobile No.

Name of the Company:

Designation:

Address:

City

State

Country

Pin

Email

Tel. No. (with STD/ISD Code)

Mobile No.

Fax No

3. THIRD/JOINT APPLICANT

Mr./Ms./M/s.

s/w/d of

Date of Birth/Incorporation

Nationality

Occupation:

Service

Professional

Business

Student

Housewife

Any other

Residential Status:

Resident

Non-Resident

Foreign National of Indian Origin

Others (please specify)

*Current country of residence

*Principal Bank a/c no. held in the country of residence along with details for RTGS/

Electronic transfer

Marital Status:

Married

Unmarried

Permanent Account No.

/Company Incorporation No

(In case of Non-residents and FNIOS , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City

State

Country

Pin

Email

Tel. No. (with STD/ISD Code)

Mobile No.

Name of the Company:

Designation:

Address:

City

State

Country

Pin

Email

Tel. No. (with STD/ISD Code)

Mobile No.

Fax No

4. ADDRESS FOR COMMUNICATION

ADDITIONAL TERMS & CONDITIONS

1. I/We understand and agree that this Application for booking of the said Apartment is subject, inter alia to the terms and obligations to be observed by me/us as set out herein, including the terms and conditions of the Agreement that shall in due course be executed with the Promoter and I/we further agree and undertake to abide by all these terms, conditions and obligations.
2. I/We have applied for allotment of the Apartment after fully understanding all the terms and conditions of sale. I/We acknowledge and understand that the Promoter are the absolute owner of land admeasuring 27573.95 sq. mts. situated at TCG-1/AV-6 and TCG-1/AV7, Gomti Nagar Vibhuti Khand, Lucknow, Uttar Pradesh which has been earmarked for the purpose of developing the Experion Capital comprising of residential apartments in a condominium setting and a commercial complex consisting of shops and office spaces.
3. I/We have gone through all the approvals and sanctions obtained for the development and construction of the said Project including the Building Plans approval dated 1 2 / 0 1 / 2 0 1 7 bearing memo no. 4 1 2 1 0 , Environment Clearance from the Ministry of Environment and Forests (MOEF) vide 5 0 / P a r y a / S E A C / 3 7 2 3 / 2 0 1 6 The Project is also registered under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at U T T A R P R A D E S H under registration no. U P R E R A P R J 1 5 8 8 4
4. I/We have also gone through the draft Agreement available at the Project's website/ Site Office/Corporate Office of the Promoter and I/we have fully understood all the terms and conditions mentioned therein. I/We acknowledge and declare that the Promoter has readily provided me/us with all the information/clarifications as required by me/us.
5. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Apartment and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
6. I/We have inspected the site where the aforesaid Project is being developed. I/We have not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter and I/we have made my/our own personal judgment prior to booking the Apartment.
7. I/We understand and acknowledge that the carpet area of the Apartment ("Carpet Area") shall mean and include the net usable floor area of the Apartment and the area covered by the internal partition walls including shear walls and columns within the Apartment and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area.

8. I/We understand and acknowledge that the total price for the Apartment based on the Carpet Area is (Rupees Only) ("Total Price"):

The Total Price for the Apartment shall include the following;

A. Basic Sale Price at the rate of Rs. per sq.mtr. (Rs. /- per sq.ft.) of Carpet Area;

B. PLC at the rate of Rs. /- per sq.mtr. (Rs. /- per sq.ft.) of Carpet Area;

C. Charges towards allocation of car parking no. for exclusive use at Rs. /-;

D. Common Area Charges of Rs. /-;

In addition to the Total Price, I/we hereby undertake and agree to pay the following:

(i) Maintenance Charges at the rate of Rs. /-per sq.mtr. (Rs. /- per sq.ft.) of Carpet Area;

(ii) IFMSD for an amount of Rs. /-;

9. I/We undertake and confirm that I/we shall always remain responsible for making timely payments in accordance with the Payment Plan opted by me/us. I/We understand and agree that in the event I/we default in the timely payment of any amounts payable in respect of the Apartment in terms of the Agreement, I/we shall be liable for payment of "Delay Payment Charges" at State Bank of India highest marginal cost of lending rate + 2% or such other rate as may be prescribed under the applicable laws, from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of delay payment charges, in the event I/we fail to make payment towards any two consecutive installments beyond a period of 60 (Sixty) days from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of the Agreement and the Promoter shall be entitled to call upon me/us to rectify the breach by making payment of the outstanding dues along with delay payment charges accrued thereon within a period of 30 (Thirty) days. In the event I/we fail to make the payment of the outstanding dues along with delay payment charges accrued thereon within the stipulated period of 30 (Thirty) days, the Promoter shall be entitled to cancel the allotment and terminate the Agreement in accordance therewith.

10. In case of cancellation of my/our allotment for any other reason(s) whatsoever, not attributable to the Promoter, the Promoter shall be entitled to cancel the allotment of the Apartment and forfeit the entire Booking Amount and refund any balance amount to me/us within 45 (Forty Five) days of such cancellation without any interest whatsoever.

11. I/We understand and agree that in the event of reduction in the Carpet Area, the Promoter shall refund the excess amounts paid by me/us within 45 (Forty Five) days along with interest at the rate of SBI highest marginal cost of lending rate + 2% per annum, from the date when such excess amount was paid by me/us. I/We further agree that in the event of any increase in the Carpet Area, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this Application and the Agreement, the Promoter shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan opted by me/us. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

12. Upon issuance of Completion Certificate by the concerned Authorities, the Promoter shall offer the possession of the Apartment to me/us. Subject to force majeure and fulfilment by me/us of all the terms and conditions of the Agreement including but not limited to timely payment of the Total Price and other amounts payable in accordance with Payment Plan, stamp duty, registration charges and other charges due and payable by me/us and also subject to me/us having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Apartment to me/us by 1 3 / 0 4 / 2 0 2 3 .

13. Subject to above, in the event the Promoter fails to offer possession of the Apartment to me/us within the stipulated time, I/we may either:

(a) Opt for payment of compensation from the Promoter calculated at the same rate as the Delay Payment Charges over the amount received by the Promoter till date ("Penalty for Delayed Completion"). The payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Apartment and such payment shall be made within 45 (Forty Five) days of it becoming due. The Penalty for Delayed Completion is just and equitable estimate of the damages that I/we may suffer and I/we agree that I/we shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, I/we may seek termination of the Agreement by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to me/us the actual amounts paid by me/us along with interest at the rate of SBI highest marginal cost of lending rate + 2% (excluding any interest paid/payable by me/us on any delayed payment and paid up taxes) within 45 (Forty Five) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by me/us.

I/We may exercise the options contained herein within a period of 30 days from the date of expiry of the date stipulated for offering possession of the Apartment failing which I/we shall deemed to have exercised the option contained at (a) above.

14. Upon receipt of the Completion Certificate under the applicable laws, the Promoter shall issue a written notice ("Possession Notice") to me/us requiring me/us to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from me/us including all dues payable under the Agreement or as may be payable because of any demands of any authority, permit me/us to assume possession of the Apartment.

15. I/We understand and agree that the Promoter either by itself or through a maintenance service agency that it may appoint, carry out the maintenance and upkeep of the common areas in the Project for a period as may be specified by the authority or as required under applicable laws until the responsibility for such maintenance is required to be handed over to any association of apartment owners or to any authority, as the case may be. I/We shall be responsible for making the payment of the Maintenance Charges and Interest Free Maintenance Security Deposit.

16. I/We hereby confirm and agree that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in the Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("Defect Liability"). I/We further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and

up keep of such services, equipment and systems through appropriately qualified agencies. I/We also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

17. I/We hereby confirm and agree that all fittings, fixtures, apartment level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMC's or otherwise shall be the responsibility of the individual apartment owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.
18. I/We acknowledge and agree that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottees of other apartments. I/We hereby agree and confirm that I/we shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.
19. In case the Promoter accepts my/our Application, I/we hereby undertake and agree to abide by all the terms and conditions as may be prescribed by the Promoter including payment of the sale consideration and execution of Agreement and other documents prescribed by the Promoter. In the event of my/our failure to execute the Agreement or any other document prescribed by the Promoter within the aforementioned stipulated period, my/our booking shall stand cancelled and the entire amount paid by me/us shall stand forfeited.
20. I/We shall get my/our complete address registered with the Promoter at the time of booking and it shall be my/our responsibility to inform Experion, in writing, by registered AD letter for any change in their mailing or permanent address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur therefrom.
21. The rights and obligations of the Applicant and the Promoter under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

I/We also undertake to inform the Promoter of any future changes related to the information and details shown in this Application.

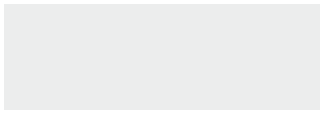
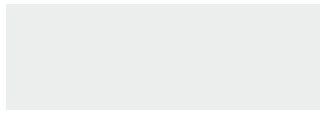
I/We hereby also declare that I/we have read and understood the terms and conditions in this Application including the Total Price and the Payment Plan. By signing this Application, I/We do hereby solemnly accept and agree to abide by the terms & conditions as stipulated in this Application, which may be modified or amended by the Promoter.

I/We hereby give my/our irrevocable consent to become member of the association of apartment owners to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.

I/We have signed this Application after having read and understood what is written in this Application.

Thanking you,


Yours faithfully,

			
Signatures of:	Sole/First Applicant	Second Applicant	Third Applicant

Date:

Place:

Note:

- 1) All payments shall be made by demand draft / banker's cheque / cheque payable at  or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
- 2) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Promoter at its sole discretion.
- 3) Documents required at the time of booking:2
 - a. Booking Amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
 - e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.

- g. One photograph of each Applicant.
- h. Photocopy of Aadhaar Card of each Applicant.
- i. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
- j. Specimen signatures duly verified by bankers (in original).
- k. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

²All copies of documents wherever required, should be self-attested.

ANNEXURE-A

DETAILS OF THE APARTMENT

(1)	Apartment No.	<input type="text"/>																									
(2)	Floor	<input type="text"/>																									
(3)	Tower	<input type="text"/>																									
(4)	Type	<input type="text"/>																									
(5)	Phase	<input type="text"/>																									
(6)	Carpet Area	<input type="text"/>												sq.mtr. (approx.)	<input type="text"/>												sq. ft. (approx.)
(7)	Allocated car parking space for exclusive use	<input type="text"/>																									

PAYMENT PLAN (Attached): (Please tick appropriate)

Down Payment Plan

Construction Linked Plan

Time Linked Plan

Note: All amounts towards stamp duty, registration charges as well as administrative charges, as applicable on registration of Agreement and conveyance deed shall be extra and payable by the Applicant(s) as and when demanded by the Promoter.

	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signatures of:	<input type="text"/> Sole/First Applicant	<input type="text"/> Second Applicant	<input type="text"/> Third Applicant

FOR OFFICE USE ONLY

- 1. Application received by [] on [] (date)
- 2. Documents: Complete/Incomplete. (To be completed by [])
- 3. Details of Apartment proposed to be allotted:
 - (1) Apartment No. []
 - (2) Floor []
 - (3) Tower []
 - (4) Type []
 - (5) Phase []
 - (6) Carpet Area [] sq.mtr. (approx.) [] sq. ft. (approx.) []
 - (7) Allocated car parking space for exclusive use []

4. PAYMENT PLAN (Attached): (Please tick appropriate)

Down Payment Plan Construction Linked Plan Time Linked Plan

5. Allied charges as per the terms and conditions of the Application/ Agreement for Sale as applicable

6. Mode of Booking:

- i) Direct [] (Ref. if any) []
- ii) Channel Partner Name: []

Stamp:

7. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)

** (Sales Team)

** (SALES HEAD)

**if Application is rejected, then please give brief reason and follow up action below:

FOR CRM/SALES ADMINISTRATION OFFICE USE

Check List

1. Application date

2. Dealing Executive(s)

3. Documents completion status:
 - a. Booking amount 1 cheque for Rs cleared on
 Less than prescribed amount Excess to prescribed amount
 Equivalent to prescribed amount

Type of Account: Domestic NRE NRO Foreign

 - b. Identity Proof :

 - c. Address Proof :

 - d. Photographs :

 - e. Signatures :

4. Payment Plan (Attached)

Down Payment Plan Construction Linked Plan Time Linked Plan

5. Booking:
Direct :
Channel :
Reference :

6. Fit for sending Allotment letter and Agreement

Payment Plan



Experion Developers Private Limited

Lucknow Office: 919, 9th Floor, Cyber Heights, Vibhuti Khand, Gomti Nagar, Lucknow-226010, U.P.

Corporate Office: Plot No. 18, 2nd Floor, Institutional Area, Sector 32, Gurugram-122001, Haryana, India.

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